

REMARKS

By this amendment, claims 1-3, 5, 8, 12, 17 and 23 have been amended. These amendments are made to even more clearly recite the claimed invention, do not add prohibited new matter and are fully supported by the specification. Reconsideration and withdrawal of the rejections set forth in the outstanding Office Action are respectfully requested in view of the foregoing amendments and the following remarks.

Claim Rejections – 35 U.S.C. §§ 102(e) and 103(a)

The Office Action rejects claims 1-6, 12, 14, 16-18 under 35 U.S.C. § 102(e) as being anticipated by ONEDA (U.S. Patent No. 6,611,819, hereinafter “ONEDA”). The Office Action also rejects claims 8, 11, and 15 under 35 U.S.C. § 102(b) as being anticipated by CHURCHILL et al. (WO 01/29750, hereinafter “CHURCHILL”). In addition, the Office Action rejects claims 7, 13, 19-21, and 23 under 35 U.S.C. § 103(a) as being unpatentable over ONEDA in view of CHURCHILL. Lastly, the Office Action rejects claims 9, 10, and 22 under 35 U.S.C. § 103(a) as being unpatentable over CHURCHILL in view of ONEDA.

Initially, Applicant notes that the claims recite (using claim 1 as a non-limiting example):

An electronic settlement method used in a computer system which electronically settles a payment using electronic money which is information regarding a monetary value recorded in a predetermined recording medium, the recording medium storing a balance of first electronic money, the method comprising: by the computer system, at a predetermined timing of settlement,
reading the balance of first electronic money from the recording medium;
acquiring an amount of a claim;

depreciating the first electronic money with respect to time and without a purchase, by reducing the balance of the first electronic money at a predetermined rate based on a difference between a predetermined reference date and a settlement date and using the reduced balance as a new balance of the first electronic money;

automatically transferring the reduced part of the balance of the first electronic money to a predetermined account; and
 reducing an amount equal to at least a part of the amount of the claim at the time of the settlement, from the reduced balance of the first electronic money.

In contrast, ONEDA is directed to an electronic money system wherein “the memory stores a general electronic money balance having an unlimited use range, a specific electronic money balance having a limited use range, and available... information defining the use range of the specific electronic money balance” (ONEDA, Abstract). The Examiner appears to relate the elements, recited in independent claims 1, 5, 8, 12, and 17, to Figure 12 of ONEDA. Although Figure 12 shows the process by which funds are deducted from an electronic balance *after a purchase* by a particular purchase amount (*see, e.g.,* step S8 of Figure 12), ONEDA does not teach or even suggest “depreciating the *first electronic money with respect to time and without a purchase*, by reducing the balance of the first electronic money at a predetermined rate based on a difference between a predetermined reference date and a settlement date and using the reduced balance as a new balance of the first electronic money,” as recited in the claims.

CHURCHILL has similar shortcomings, and does not cure the aforementioned deficiencies of ONEDA. CHURCHILL discloses an electronic “points” systems for earning “points” (which can be redeemed for merchandise) by purchasing a product or service. The Examiner argues that that the claimed depreciation feature is disclosed on pages 31 (lines 21-32) and 32 (lines 1-25) of CHURCHILL.

Specifically, the cited section of CHURCHILL teaches:

A third way to encourage the redemption of points is to *make the life span of the points shorter* (expiration in 8 months instead of 1 year). Of course, this does not mean that Yahoo! will accelerate the expiration date; rather, the points will have a *shorter life span at the time of issuance* (e. g., expire in 8 months from now instead of 1 year). However, if the life span is too short, consumers may not bother earning these points because of their belief that they may never be able to redeem them in time; that is, they believe, whether right or wrong, that they may not buy enough to earn the requisite threshold number of points to be able to redeem them before the points expire. Different classes of points can also be set up so that each class is associated with a different rules governing their expiration and value.

However, CHURCHILL teaches shortening the “lifespan” or expiration date of points, rather than depreciating the value of electronic money with respect to time at a predetermined rate (based on a reference date and settlement date), as recited in the claims. Thus, Applicant submits that CHURCHILL and ONEDA, alone or in any proper combination, do not appear to anticipate or render obvious all of the elements of the claimed invention, and, in particular, the depreciation feature.

Therefore, Applicant respectfully requests withdrawal of the outstanding rejections under 35 U.S.C. §§ 102(b) and 103(a), and an indication of the allowability of all claims pending in the present application in due course. Applicant further submits that dependent claims 2-4, 6, 7, 9-11, 13-16, and 18-22 are allowable for at least the same reasons applicable to independent claims 1, 5, 8, 12, 17, and 23, and additionally, for the specific features recited in each dependent claim.

SUMMARY AND CONCLUSION

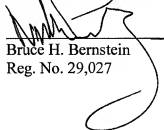
In view of the foregoing, it is submitted that Examiner's rejections under 35 U.S.C. §§ 102 and 103(a) should be withdrawn. Entry and consideration of the present amendment, reconsideration of the outstanding Office Action, and allowance of the present application and all of the claims therein are respectfully requested.

Any amendments to the claims which have been made in this amendment, and which have not been specifically noted to overcome a rejection based upon the prior art, should be considered to have been made for a purpose unrelated to patentability, and no estoppel should be deemed to attach thereto.

Authorization is hereby provided to charge any fee to maintain the pendency of the application, including any extension of time and/or claim fee, to Deposit Account No. 19-0089.

If the Examiner has any questions or comments regarding this response, or the present application, the Examiner is invited to contact the undersigned at the below-listed telephone number.

Respectfully Submitted,
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